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SITE LOCATION MAP - ATTACHMENT D

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**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5**

IN THE MATTER OF:

RESOURCE RECOVERY GROUP/  
CLAYTON CHEMICAL SITE  
Sauget, Illinois

Respondents:

Listed in Attachment A

Docket No. **V-W- '03-C-720**

ADMINISTRATIVE ORDER BY  
CONSENT PURSUANT TO  
SECTION 106 OF THE  
COMPREHENSIVE  
ENVIRONMENTAL RESPONSE,  
COMPENSATION, AND  
LIABILITY ACT OF 1980,  
as amended, 42 U.S.C.  
§106(a)

**I. JURISDICTION AND GENERAL PROVISIONS**

This Order is entered into voluntarily by the United States Environmental Protection Agency ("U.S. EPA") and the Respondents, which collectively includes the Performing Respondents and Non-Performing Respondents, each as defined in Section II below. The Order is issued pursuant to the authority vested in the President of the United States by Sections 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§9606(a), 9607 and 9622. This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Region 5 Administrator as of January 16, 2002, by U.S. EPA Delegation Nos. 14-1 and 14-2, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-1 and 14-2.

This Order provides for performance of a removal action and reimbursement of the liquids removal related past response and oversight costs incurred by the United States in connection with the Resource Recovery Group/Clayton Chemical Company property located at 1 Mobile Avenue, Sauget, Illinois (St. Clair County) (the "RRG/Clayton Chemical Site" or the "Site"). This Order requires the Performing Respondents to conduct removal actions described herein to abate an imminent and substantial endangerment to the public health, welfare or the environment that may be presented by the actual or threatened release of hazardous substances, as defined in CERCLA, Section 101, 42 U.S.C. §9601 (Hazardous Substances), at or from the Site, and this Order requires that Non-Performing Respondents provide certain of the financing for matters covered by this Order.

A copy of this Order will also be provided to the State of Illinois, which has been notified of the issuance of this Order pursuant to Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

Respondents' participation in this Order shall not constitute an admission of liability or agreement with U.S. EPA's findings or determinations contained in this Order, except that all Respondents agree not to challenge the findings or determinations in a proceeding to enforce the terms of this Order. Respondents agree to comply with and be bound by the terms of this Order. Respondents further agree that they will not contest the basis or validity of this Order or its terms.

## **II. PARTIES BOUND**

This Order applies to and is binding upon U.S. EPA, and upon Respondents and Respondents' heirs, receivers, trustees, successors and assigns. Any change in ownership or corporate status of Respondents including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondents' responsibilities under this Order.

There shall be two classes of Respondents under this Order:

A. Those Respondents who are listed in Attachment B hereto shall be designated "Performing Respondents" and shall be obligated to comply fully with and be bound by all the terms and conditions of this Order, except those terms and conditions that solely apply to Non-Performing Respondents.

B. Those parties who are listed in Attachment C have agreed solely to contribute sums to Performing Respondents toward the costs of complying with this Order, pursuant to a private settlement agreement, and shall be designated "Non-Performing Respondents." Such Non-Performing Respondents shall be obligated to comply with and shall receive the protection of all provisions of this Order except Sections V.1-3 and 5-7 (Order). Any protection provided to the Non-Performing Respondents by this Order shall apply only upon full compliance with the Order by Performing Respondents.

All Respondents (Performing and Non-Performing) shall be considered jointly and severally liable under CERCLA for purposes of this Order.

Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

Performing Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Order. Performing and Non-Performing Respondents shall be responsible for noncompliances with this Order.

### **III. EPA's FINDINGS OF FACT**

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds that:

1. The RRG/Clayton Chemical Site is located at 1 Mobile Avenue, Sauget, Illinois. The Site lies in a flood plain protected by a river levee. The Site is approximately seven acres in size and is located in a highly industrialized area. See map at Attachment D.
2. Prior to 1961 the Site was owned by GM&O Railroad and the Site was used to repair and maintain railroad equipment.
3. In 1961, Clayton Chemical Company leased the facility to recycle and recover used solvents and waste oil.
4. On May 12<sup>th</sup> 1981, the Village of Sauget deeded the Site property to the Clayton Chemical Company. Clayton Chemical Company continued operating a waste oil and solvent recycling business from the Site. In November of 1996, Clayton Chemical Company discontinued operations at the Site.
5. Between 1996 and 1998, the Site was operated as a waste oil and spent solvents recycling and recovery business by a new entity, the Resource Recovery Group (RRG).
6. Illinois Environmental Protection Agency (IEPA) Resource Conservation and Recovery Act (RCRA) hazardous waste records indicate that between 1995 and 1998, the RRG/Clayton Chemical facility received Hazardous Substances for processing from, among others, the Respondents designated as Potentially Responsible Parties (PRPs) at the Site in the U.S. EPA, March 6, 2002, General Notice Letter (See Attachment E).

7. In 1998, IEPA denied the RCRA permit of RRG and the RRG/Clayton Chemical facility was not allowed to accept more hazardous waste.

8. The Hazardous Substances shipped to the Site (between 1995 and 1998) included caustics, corrosives, ignitable hazardous liquids and solids, solvents, acids, liquid fuels, and dry cleaning waste materials.

9. During June 5-7, 2001, U.S. EPA conducted a site assessment at the Site. During this site assessment, twenty-two soil samples, and ten groundwater samples were taken. Sampling of some of the containerized liquids at the Site revealed that they still contained Hazardous Substances, including, but not limited to, hazardous substances as described in the IEPA RCRA hazardous waste manifests for certain Respondents.

#### **IV. EPA'S CONCLUSIONS OF LAW AND DETERMINATIONS**

Based on the Findings of Fact set forth above, and the Administrative Record supporting these removal actions, U.S. EPA has determined that:

1. The RRG/Clayton Chemical Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. §9601(9).

2. Solvents, ignitable wastes, lead, chromium, and arsenic, as well as the containerized liquids transported as RCRA hazardous wastes to the site, are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. §9601(14).

3. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. §9601(21).

4. The Respondents identified in Attachment A, among others, arranged for treatment, recycling or disposal, or transported for treatment, recycling or disposal, hazardous substances at the RRG/Clayton Chemical Site. RRG and Clayton Chemical were the owners or operators of the Site at the time of release or threatened release. Each Respondent therefore may be liable under Section 107(a) of CERCLA, 42 U.S.C. §9607(a), as "arrangers," or as "transporters" of the RRG/Clayton Chemical Site, as defined by Section 101(20) of CERCLA, 42 U.S.C. §9601(20).

5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility into the "environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§9601(8) and (22).

6. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR §300.415(b)(2). These factors include, but are not limited to, the following:

- a. Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants; this factor is present at the Site due to the existence of containerized hazardous and ignitable substances in drums, barrels, tanks or other bulk storage containers.
- b. Hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers, that may pose a threat of release; this factor is present at the Site due to the existence of ignitable and hazardous liquids and solid waste materials, in sometimes insecure or deteriorated containers.
- c. Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released; this factor is present at the Site due to the existence of the potential for heavy rains and the possibility of contamination to migrate through the porous sandy soils below the facility.
- d. Threat of fire or explosion; this factor is present at the Site due to the potential leak of ignitable RCRA hazardous waste materials in liquid and solid form from drums, barrels, tanks or other bulk containers.
- e. The unavailability of other appropriate federal or state response mechanisms to respond to the release; this factor supports the actions required by this Order at the Site because of the referral in February 2001 of the site from Illinois EPA to U.S. EPA.

7. The removal actions required by this Order are time

critical.

8. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

9. The removal actions required by this Order, if properly performed under the terms of this Order, are consistent with the NCP. The removal actions required by this Order are necessary to protect the public health, welfare, or the environment.

#### **V. ORDER**

Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, it is hereby ordered and agreed that Respondents shall comply with the following provisions as applicable to the respective classes of Respondents, including but not limited to all documents attached to or incorporated into this Order.

Pursuant to the terms of a private settlement agreement among Respondents, Performing Respondents shall perform the removal actions required by this Order themselves or retain a consultant or contractor to implement the removal actions, and Non-Performing Respondents shall assist by providing certain sums to finance the Work. The action shall involve the removal of all liquid hazardous substances contained in drums, tanks, containers and other vessels at the site ("Liquid Hazardous Substances").

##### **1. Designation of Contractor, Project Coordinator, and On-Scene Coordinator**

Within 5 business days after the effective date of this Order, the Performing Respondents shall designate a Project Coordinator who shall be responsible for administration of all the Performing Respondents' actions required by the Order. Performing Respondents shall submit the designated coordinator's name, address, telephone number, and qualifications to U.S. EPA. To the greatest extent possible, the Project Coordinator shall be present on-site or readily available during site work. U.S. EPA retains the right to disapprove of any Project Coordinator named by the Performing Respondents. If U.S. EPA disapproves a selected Project Coordinator, Performing Respondents shall retain a different Project Coordinator within 3 business days following

U.S. EPA's disapproval and shall notify U.S. EPA of that person's name and qualifications within 5 business days of U.S. EPA's disapproval. Receipt by Performing Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Order shall constitute receipt by all Performing Respondents.

Performing Respondents shall also notify U.S. EPA of the name and qualifications of any other contractors or subcontractors retained to perform work under this Order at least 15 days prior to commencement of such work. U.S. EPA retains the right to disapprove of any of the contractors and/or subcontractors retained by the Performing Respondents. If U.S. EPA disapproves a selected contractor, Performing Respondents shall retain a different contractor within 7 business days following U.S. EPA's disapproval and shall notify U.S. EPA of that contractor's name and qualifications within 10 business days of U.S. EPA's disapproval.

The U.S. EPA has designated Kevin Turner of the Emergency Response Branch, Region 5, as its On-Scene Coordinator ("OSC"). Performing Respondents shall direct all submissions required by this Order to the OSC at U.S. EPA, Region 5, 8588 Rt. 148, Marion, IL 62959, by certified or express mail. Performing Respondents shall also send a copy of all submissions to Tom Turner, Associate Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590. All Performing Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant post consumer waste paper content where possible) and using two-sided copies.

U.S. EPA and Performing Respondents shall have the right, subject to the immediately preceding Paragraph, to change their designated OSC or Project Coordinator. U.S. EPA shall notify the Performing Respondents, and Performing Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice.

## 2. Work to Be Performed

To the extent set forth in this Section, Performing Respondents shall characterize, remove and properly dispose of all Liquid Hazardous Substances contained in vessels found on-site, in



accordance with U.S. EPA's Off-Site Rule (40 CFR 300.440). For the purposes of this Order, the term "vessel" means a drum, tank, storage tank and connecting piping, vertical tank, laboratory and sample jar, cylinder, bucket, pail or can.

Liquid Hazardous Substances shall be classified, and the appropriate alternative for disposition of each shall be determined. Depending upon the waste type, the alternatives shall include, but shall not be limited to, reuse, recycling, energy recovery, disposal, or incineration. Only facilities that are properly permitted shall be utilized.

Liquid Hazardous Substances in vessels shall be removed as follows:

- a. Liquid Hazardous Substances in Drums. Liquid Hazardous Substances in drums either will be transported in the original drums or will be overpacked for transportation as necessary.
- b. Liquid Hazardous Substances in Tanks.
  1. Liquid Hazardous Substances will be removed from the tanks and transferred to tanker trucks for transportation to the receiving facility or transferred via piping directly to the receiving facility.
  2. Sludge and/or sediment containing hazardous substances that remain in the tanks and that drain or flow freely will be removed and containerized in either drums or trucks for transportation to the receiving facility. For the purposes of this Order, sludge is defined as "flowable material containing solids suspended in water or oil," and sediment is defined as "loose solids settled out at the bottom of a tank not suspended in water or oil."
  3. The tanks will be washed with water, and liquids from the washing will be collected and removed from the Site. The washing liquids will be piped or transferred to drums or trucks for transportation to the receiving facility. For the purposes of

this Order, washing with water is defined as "spray washed with a power washer system."

4. The tanks will then be rinsed with water, and liquids from the rinsing will be collected and removed from the Site. The rinsing liquids will be piped, or transferred to drums or trucks for transportation to the receiving facility.
5. Residual solids that adhere to the insides of tanks after the steps set forth above are followed will be left in place.
6. Subject to the authorization of the Site's owner/operator, the tanks will be rendered unusable by disconnecting or sealing piping to the tank or locking the tank and labeling the tank as unusable.

c. Liquid Hazardous Substances in Piping.

1. Free Liquid Hazardous Substances will be drained from readily accessible piping at accessible low points. The Liquid Hazardous Substances will be collected and transferred to drums, trucks or piping for transportation to the receiving facility.
2. Subject to the authorization of the Site's owner/operator, the piping to the tanks will be disconnected, sealed or locked.
3. The residual free Liquid Hazardous Substances will be extracted by the introduction of a vacuum, and will be vented from the opposite end of each run of pipe.
4. Any residual solids left inside of the piping may be left in place.

d. Liquid Hazardous Substances in all other vessels. Liquid Hazardous Substances in all other vessels (as defined by this Order), shall be removed or overpacked by appropriate means, collected and transferred to drums, trucks or piping for transportation to the receiving facility.

Performing Respondents shall also develop a Site Health and Safety Plan, including an air monitoring plan and Site contingency plan; and develop and implement a site security Plan.

## 2.1 Work Plan and Implementation

The term "Work Plan" is defined as the plan for performing the removal actions set forth in Section V.2 of this Order. Within 45 business days after the effective date of this Order, the Performing Respondents shall submit to U.S. EPA for approval a draft Work Plan. The draft Work Plan shall provide a description of, and a schedule for, the actions required by Section V.2 of this Order. U.S. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan for the liquids removal action. If U.S. EPA requires revisions to the Work Plan for the liquids removal action, Performing Respondents shall submit a revised draft Work Plan for the liquids removal action within 10 business days of receipt of U.S. EPA's notification of required revisions. Performing Respondents shall implement the Work Plan for the liquids removal action as finally approved in writing by U.S. EPA in accordance with the schedule approved by U.S. EPA. Once approved, or approved with modifications, the Work Plan for the liquids removal action, the schedule, and any subsequent modifications shall be fully enforceable under this Order. Performing Respondents shall notify U.S. EPA at least 48 hours prior to performing any on-site work pursuant to the U.S. EPA approved Work Plan, by direct communication with the U.S. EPA OSC. Performing Respondents shall not commence or undertake the approved Work Plan removal actions at the Site without prior U.S. EPA approval through direct communication with the U.S. EPA OSC.

## 2.2 Health and Safety Plan

Within 45 business days after the effective date of this Order, Performing Respondents shall submit for U.S. EPA review and comment plans that ensure the protection of the public health and safety during performance of all on-site work under this Order. These plans shall comply with applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 CFR Part 1910. If U.S. EPA determines it is appropriate, the plans shall also include contingency planning. Performing Respondents shall incorporate all reasonable changes to the plans recommended by

U.S. EPA, and implement the plans during the pendency of the removal action.

### 2.3 Quality Assurance and Sampling

All sampling and analyses performed pursuant to this Order shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Performing Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with U.S. EPA guidance.

Upon request by U.S. EPA, Performing Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. Performing Respondents shall provide to U.S. EPA the quality assurance/quality control procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Performing Respondents shall also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

Upon request by U.S. EPA, Performing Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Performing Respondents or their contractors or agents while performing work under this Order. Performing Respondents shall notify U.S. EPA not less than 3 business days in advance of any sample collection activity. U.S. EPA shall have the right to take any additional samples that it deems necessary. Upon request, U.S. EPA shall share the sampling results with Performing Respondents.

### 2.4 Post-Removal Site Control

Pursuant to Section 300.415(1) of the NCP, 40 CFR §300.415(1), and OSWER Directive 9360.2-02, Performing Respondents shall implement post-removal Site controls by exiting the Site in a full and secure manner and verifying that, at the conclusion of the removal action, all existing fence and gate structures are in place. Performing Respondents shall provide U.S. EPA with documentation of the previously mentioned post-removal Site controls.

## 2.5 Reporting

Performing Respondents shall submit a monthly written, summary progress report to U.S. EPA concerning actions undertaken pursuant to this Order, beginning 30 calendar days after the date of U.S. EPA's approval of the Work Plan, until termination of on-Site activities, unless otherwise directed in writing by the OSC. These monthly summary reports shall describe all significant developments during the preceding period, including the work performed and any problems encountered, analytical data received during the reporting period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems. These reports do not need to include on-going descriptions of any PRP search work being performed by Respondents. Within 30 calendar days of the termination of on-Site activities, Performing Respondents shall submit one additional report on the work performed in the removal action.

## 2.6 Final Report

Within 60 calendar days after completion of all removal actions required under this Order, the Performing Respondents shall submit for U.S. EPA review a final report summarizing the actions taken to comply with this Order. The final report shall conform to the requirements set forth in Section 300.165 of the NCP, 40 CFR §300.165. The final report shall also include a good faith estimate of total costs incurred in complying with the Order, a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destinations of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits).

The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report, which, at Performing Respondents' discretion, may include, but need not be limited to, the project coordinator or consultant contractor:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant

persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

Within 30 business days after the submission of the final report, the Respondents shall perform a Potentially Responsible Party (PRP) search for the Site, which will entail reviewing reasonably accessible manifests and waste shipment summaries from Illinois EPA and reasonably accessible on-Site owner/operator records of their customers' shipments to the Site. The Respondents will share the pertinent final findings with U.S. EPA.

### 3. Access to Property and Information

Where work under this Order is to be performed in areas owned by or in possession of someone other than Performing Respondents, Performing Respondents shall use their best efforts to negotiate all necessary access agreements within 14 calendar days after the effective date of this Order, or as otherwise extended in writing by the OSC. Performing Respondents shall immediately notify U.S. EPA if, after using their best efforts, they are unable to negotiate such agreements. Performing Respondents shall describe in writing their efforts to obtain access. U.S. EPA may then assist Performing Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as U.S. EPA deems appropriate. Performing Respondents shall reimburse U.S. EPA for all costs and attorneys fees incurred by the United States in obtaining such access.

### 4. Record Retention, Documentation, Availability of Information

All Respondents shall preserve all documents and information, in their possession or the possession of their contractors, subcontractors or representatives, relating to work performed under this Order, or relating to the Hazardous Substances found on or released from the Site, for three years following completion of the removal actions required by this Order. At the end of this three year period and at least 60 days before any document or information is destroyed, all Respondents shall notify U.S. EPA that such documents and information are available to U.S. EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to U.S. EPA. In addition, all Respondents shall provide documents and information retained under this Paragraph at any time before expiration of the three year period at the written request of U.S. EPA. Any information that Respondents are required to

provide or maintain pursuant to this Order is not subject to the Paperwork Reduction Act of 1995, 44 U.S.C. §3501 et seq.

#### 5. Off-Site Shipments

To the extent that any hazardous substances, pollutants or contaminants as defined under CERCLA are removed off-site pursuant to this Order for treatment, storage or disposal, they shall be treated, stored, or disposed of at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Off-Site Rule, 40 CFR §300.440, 58 Fed. Reg. 49215 (Sept. 22, 1993). Nothing contained in this Order shall prevent or prohibit Performing Respondents from recycling any liquids that are the subject of this Order, after approval by the U.S. EPA OSC.

#### 6. Compliance With Other Laws

Performing Respondents shall perform all actions required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. §9621(e), and 40 CFR §300.415(j). In accordance with 40 CFR §300.415(j), all on-site actions required pursuant to this Order shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental or state environmental or facility siting laws.

#### 7. Emergency Response and Notification of Releases

If any incident, or change in Site conditions, during the actions conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, the Performing Respondents shall immediately take all appropriate action to prevent, abate or minimize such release or endangerment caused or threatened by the release. Performing Respondents shall also immediately notify the OSC or, in the event of his unavailability, shall notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. If Performing Respondents fail to respond, U.S. EPA may respond to the release or endangerment and reserve the right to recover costs associated with that response.

Performing Respondents shall submit a written report to U.S. EPA within 10 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. Performing Respondents shall also comply with any other notification requirements, including those in Section 103 of CERCLA, 42 U.S.C. §9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §11004.

#### **VI. AUTHORITY OF THE U.S. EPA ON-SCENE COORDINATOR**

The OSC shall be responsible for overseeing the implementation of this Order. The OSC shall have the authority vested in the OSC by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action consistent with this Order to be undertaken by U.S. EPA or Performing Respondents at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

#### **VII. REIMBURSEMENT OF COSTS**

Performing Respondents shall pay past response costs in the amount of \$126,060.19, and all oversight costs of the United States related to the Liquid Hazardous Substances removal action at the Site that are incurred after August 1, 2002, and are not inconsistent with the NCP.

Performing Respondents shall pay past response costs within sixty (60) calendar days of the effective date of this Order.

U.S. EPA will send Performing Respondents a bill for oversight costs related to the Liquid Hazardous Substances removal action on an annual basis. Oversight costs are all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Order for the Liquid Hazardous Substances removal action and all costs incurred by U.S. EPA after August 1, 2002.

Performing Respondents shall, within 60 calendar days of receipt of a bill (for oversight costs), remit a cashier's or certified check for the amount of the bill made payable to the "Hazardous Substance Superfund," to the following address:



U.S. Environmental Protection Agency  
Program Accounting & Analysis Section  
P.O. Box 70753  
Chicago, Illinois 60673

Performing Respondents shall simultaneously transmit a copy of the check to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Payments shall be designated as "Past Costs - (RRG/Clayton Chemical) Site" or "Oversight Costs - (RRG/Clayton Chemical) Site," as appropriate, and shall reference the payers' name and address, the U.S. EPA site identification number (B5X4), and the docket number of this Order.

In the event that any payment is not made within the deadlines described above, Performing Respondents shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA, 42 U.S.C. §9607(a). The interest shall begin to accrue on the date of the Performing Respondents' receipt of the bill. Interest shall accrue at the rate specified through the date of the payment. Payments of interest made under this Section shall be in addition to such other remedies or sanctions available to the United States by virtue of Performing Respondents' failure to make timely payments under this Section.

Performing Respondents may dispute all or part of a bill for oversight costs submitted under this Order, if Performing Respondents allege that U.S. EPA has made an accounting error, or if Performing Respondents allege that a cost item is inconsistent with the NCP.

If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Performing Respondents shall pay the full amount of the uncontested costs into the Hazardous Substance Fund as specified above on or before the due date. Within the same time period, Performing Respondents shall pay the full amount of the contested costs into an interest-bearing escrow account. Performing Respondents shall simultaneously transmit a copy of both checks to the OSC. Performing Respondents shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 20 calendar days after the dispute is resolved.

### **VIII. DISPUTE RESOLUTION**

The parties to this Order shall attempt to resolve, expeditiously and informally, any disagreements concerning this Order.

If the Performing Respondents object to any U.S. EPA action taken pursuant to this Order, including billings for response costs, the Performing Respondents shall notify U.S. EPA in writing of their objections within 10 calendar days of such action, unless the objections have been informally resolved. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Performing Respondents' position, and all supporting documentation on which such party relies. U.S. EPA shall submit its Statement of Position, including supporting documentation, no later than 10 calendar days after receipt of the written notice of dispute. In the event that these 10-day time periods for exchange of written documents may cause a delay in the work, they shall be shortened upon, and in accordance with, written notice by U.S. EPA. The time periods for exchange of written documents relating to disputes over billings for response costs may be extended at the sole discretion of U.S. EPA.

An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding Paragraph. Upon review of the administrative record, the Director of the Superfund Division, U.S. EPA Region 5, shall resolve the dispute consistent with the NCP and the terms of this Order.

Performing Respondents' obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Performing Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs.

### **IX. FORCE MAJEURE**

Performing Respondents agree to perform all requirements under this Order within the time limits established under this Order,

unless the performance is delayed by a force majeure. For purposes of this Order, a force majeure is defined as any event arising from causes beyond the control of Performing Respondents or of any entity controlled by Performing Respondents, including but not limited to their contractor and subcontractors, that delays or prevents performance of any obligation under this Order despite Performing Respondents' best efforts to fulfill the obligation.. Force majeure does not include financial inability to complete the work or increased cost of performance.

Performing Respondents shall notify U.S. EPA orally within 72 hours after Performing Respondents become aware of any event that Performing Respondents contend constitutes a force majeure, and in writing within 14 calendar days after the event. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and re-mobilization; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of the measures. Performing Respondents shall take all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this Section shall be grounds for U.S. EPA to deny Performing Respondents an extension of time for performance. Performing Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay. If U.S. EPA determines a delay in performance of a requirement under this Order is or was attributable to a force majeure, the time period for performance of that requirement shall be extended as deemed necessary by U.S. EPA. Such an extension shall not alter Performing Respondents' obligation to perform or complete other tasks required by the Order which are not directly affected by the force majeure.

#### **X. STIPULATED AND STATUTORY PENALTIES**

In the event Respondents fail to meet those requirements of this Order set forth below, Performing Respondents shall pay stipulated penalties. Compliance by Performing Respondents shall be considered completion of an action in accordance with the requirements of this Order and within the specified time schedules provided herein.

For Performing Respondents' failure to submit monthly progress reports as required hereunder, Performing Respondents shall pay \$500.00 per day for the first five (5) days of noncompliance and \$1,000.00 per day every day after the first five (5) days, until the Performing Respondents return to compliance.

For Performing Respondents' failure to submit the Final Report at the time required pursuant to the Order, Performing Respondents shall pay \$500.00 per day for the first five (5) days of noncompliance and \$1,000.00 per day every day after the first five (5) days, until the Performing Respondents return to compliance.

For Respondents' failure to perform any other requirements under this Order, Respondents shall pay \$500.00 per day for the first five (5) days of noncompliance and \$1,000.00 per day every day after the first five (5) days, until the Respondents return to compliance.

Upon receipt of written demand by U.S. EPA, Performing Respondents shall make payment to U.S. EPA within 20 days and interest shall accrue on late payments in accordance with Section VII of this Order (Reimbursement of Costs).

Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Order. Penalties accrue and are assessed per violation per day. Penalties shall accrue regardless of whether EPA has notified Performing Respondents of a violation or act of noncompliance. The payment of penalties shall not alter in any way Performing Respondents' obligation to complete the performance of the work required under this Order. Stipulated penalties shall accrue, but need not be paid, during any dispute resolution period concerning the particular penalties at issue. If Performing Respondents prevail upon resolution, Respondents shall pay only such penalties as the resolution requires. In its discretion, U.S. EPA may waive its rights to demand all or a portion of the stipulated penalties due under this Section. Such a waiver must be made in writing.

Violation of any provision of this Order may subject Performing Respondents to civil penalties of up to twenty-seven thousand five hundred dollars (\$27,500) per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. §9606(b)(1). Performing Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by

the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. §9607(c)(3). Should Performing Respondents violate this Order or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. §9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. §9606.

#### **XI. RESERVATION OF RIGHTS**

Except as specifically provided in this Order, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order. U.S. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Performing Respondents in the future to perform additional actions pursuant to CERCLA or any other applicable law.

#### **XII. OTHER CLAIMS**

By issuance of this Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Performing Respondents. The United States or U.S. EPA shall not be a party or be held out as a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order. Except as specifically provided in this Order each party shall bear its own costs and attorneys fees in connection with the action resolved by this Order.

Except as expressly provided in Section XIII (Covenant Not To Sue), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for

costs, damages and interest under Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§9606(a), 9607(a).

This Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. §9611(a)(2). The Respondents waive any claim to payment under Sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Order.

No action or decision by U.S. EPA pursuant to this Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. §9613(h).

### **XIII. COVENANT NOT TO SUE**

Upon issuance of the U.S. EPA notice referred to in Section XVIII (Notice of Completion), U.S. EPA covenants not to sue Respondents for judicial imposition of damages or civil penalties or to take administrative action against Respondents for any failure to perform removal actions agreed to in this Order except as otherwise reserved herein.

Except as otherwise specifically provided in this Order, in consideration and upon Performing Respondents' payment of the past response costs and oversight costs specified in Section VII of this Order, U.S. EPA covenants not to sue or to take administrative action against Respondents under Section 107(a) of CERCLA, 42 U.S.C. §9607(a), for recovery of past response costs or oversight costs incurred by the United States in connection with this removal action and this Order. This covenant not to sue shall take effect upon the receipt by U.S. EPA of the payments required by Section VII (Reimbursement of Costs).

These covenants not to sue are conditioned upon the complete and satisfactory performance by Performing Respondents of their obligations under this Order. These covenants not to sue extend only to those Respondents who are parties to this Order and do not extend to any other person. These covenants not to sue do not extend to any actions that U.S. EPA may be required to direct, require or perform for clean up of hazardous soils substances at this Site.

#### **XIV. CONTRIBUTION PROTECTION**

With regard to claims for contribution against Respondents for matters addressed in this Order, which matters are defined as performance of removal actions set forth in Section V.2 and payment of oversight and past response costs in connection with this Order, the Parties hereto agree that the Respondents are entitled to protection from contribution actions or claims to the extent provided by Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§9613(f)(2) and 9622(h)(4).

Nothing in this Order precludes Parties from asserting any claims, causes of action or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery. Notwithstanding anything to the contrary in this Section, Respondents are reserving all rights against RRG and Clayton Chemical.

#### **XV. INDEMNIFICATION**

Respondents agree to indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action: (A) arising from, or on account of, acts or omissions of Respondents and Respondents' officers, heirs, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors or assigns, in carrying out actions pursuant to this Order; and (B) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between (any one or more of) Respondents, and any persons for performance of work on or relating to the Site, including claims on account of construction delays. Nothing in this Order, however, requires indemnification by Respondents for any claim or cause of action against the United States based on negligent action taken solely and directly by U.S. EPA

#### **XVI. MODIFICATIONS**

Modifications to any plan or schedule may be made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral modification, it will be memorialized in writing within 7 business days; however, the effective date of the modification shall be the date of the OSC's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties.

If Performing Respondents seek permission to deviate from any approved plan or schedule, Performing Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestion, or comment by U.S. EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Performing Respondents shall relieve Performing Respondents of their obligations to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

#### **XVII. AMENDMENT OF THE ORDER**

This Order may be amended, consistent with the procedure described in Section V, to add new Respondents with the written consent of U.S. EPA and the Respondents. Except as expressly indicated in such Amendment, any Amendment to the Order shall not alter any obligations or deadlines under this Order.

#### **XVIII. NOTICE OF COMPLETION**

When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all work has been fully performed in accordance with this Order, except for certain continuing obligations required by this Order (e.g., record retention, payment of costs), U.S. EPA will provide a written notice of completion to the Performing Respondents. If U.S. EPA determines that any removal actions have not been completed in accordance with this Order, U.S. EPA will notify the Performing Respondents, provide a list of the deficiencies, and require that Performing Respondents modify the Work Plan if appropriate to correct such deficiencies. The Performing Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure to implement the approved modified Work Plan shall be a violation of this Order.

#### **XIX. SEVERABILITY**

If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.



**XX. EFFECTIVE DATE**

This Order shall be effective upon receipt by Respondents of a copy of this Order signed by the Director, Superfund Division, U.S. EPA Region 5.

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

**SIGNATORIES**

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 25 day of September, 2002.

Company: AGI Incorporated

By: [Signature]  
Name: Rita J. Foley  
Title: President

IN THE MATTER OF:

URS/CAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 26th day of September, 2002.

Company: Archer Daniels Midland Company

By:  JCS

Name: David J. Smith

Title: Senior Vice President, Secretary and General Counsel

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

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Agreed this 25<sup>th</sup> day of September, 2002.

Company: Arris International Inc.

By: 

Name: Lawrence A. Margolis

Title: Executive VP and CFO

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

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Agreed this 26 day of September, 2002.

Company: Baker Petrolite Corporation

By: Halina E Caravello  
Name: Halina E Caravello  
Title: Director, HSE/IO-RA

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CERRO COPPER PRODUCTS

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IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGEY, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 25 day of September, 2002.

Company: CERRO COPPER PRODUCTS CO.

By: 

Name: EVERETT C. KING

Title: VICE PRESIDENT CONTROLLER

*hmd  
09/25/02*

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

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Agreed this 25<sup>th</sup> day of September, 2002.

Company: DaimlerChrysler Corporation

By: Kathleen M. Hennessey

Name: Kathleen M. Hennessey

Title: Senior Staff Counsel

May 21 02 11:56p E. Dean Jarboe (314) 522-1769 p.1  
SEP 06 2002 12:46 PM FR DICKINSON WRIGHT PLLC03 7274 TO 2#844#9131452217 P.24

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 27 day of Sept, 2002.

Company: DJR Holdings, INC.  
By: [Signature]  
Name: Rodney D. Jarboe  
Title: President



IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

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Agreed this 25<sup>th</sup> day of September, 2002.

Company: Dow Screw Products, Inc.

By: [Signature]

Name: Michael C. Rucitela

Title: President

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

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Agreed this 27<sup>th</sup> day of September, 2002.

Company: x K&K Wood Products Inc.

By: 

Name: x James E Ray

Title: x President

SEP.25.2002 9:35AM KNAPHEIDE

NO.770 P.3/4

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGEY, ILLINOIS

SIGNATORIES

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Agreed this 25 day of SEPTEMBER, 2002.

Company: The Knapheide Manufacturing Co.

By: Harold E. Marcionetti

Name: Harold E. Marcionetti

Title: Senior V.P., Operations

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IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 25<sup>TH</sup> day of SEPTEMBER, 2002.

Company: KOMATSU AMERICA INTERNATIONAL Co.

By: 

Name: DAVID D. NARDO

Title: VICE PRESIDENT

IN THE MATTER OF:

ERG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 23<sup>rd</sup> day of September, 2002.

Company: Lear Corporation Automotive Systems

By: 

Name: Janis N. Acosta

Title: Assistant General Counsel

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IN THE MATTER OF:

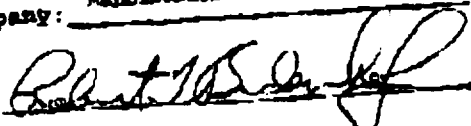
HRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

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Agreed this 25th day of September, 2002.

Company: MAILBROCK PAPER INC., a Delaware corp.

By: 

Name: Robert T. Supenkelser

Title: Vice President

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 24th day of September, 2002.

Company: McIntyre Group, Ltd.

By: 

Name: Todd Nelmark

Title: Vice President/General Manager

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

**SIGNATORIES**

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 17 day of SEPTEMBER, 2002.

Company: Morton Metalcraft Co.

By: [Signature]  
Name: Daryl R. Lindemann  
Title: Vice President



IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

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Agreed this 25 day of September, 2002.

Company: NASCOTE INDUSTRIES, INC.

By: R D Benson

Name: R. David Benson

Title: Secretary

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SADGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 25th day of September, 2002.

Company: National Coatings, Inc.

By: James W. Hillhouse

Name: James W. Hillhouse

Title: President

08-2E-02 04:01PM From:THE LOWENBAUM PARTNERSHIP LLC

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IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 26 day of September, 2002.

Company: Nesco Container Corporation

By: 

Name: Dale M. Cann

Title: President

NORDENIA U.S.A., INC 15733356172

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IN THE MATTER OF:

RRS/CLAYTON CHEMICAL SITE  
SAUGEY, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 25th day of September, 2002.

Company: Nordenia USA, Inc.

By: 

Name: Paul E. Wiedlin

Title: President

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 22<sup>nd</sup> day of \_\_\_\_\_, 2002.

Company: PARSONS Company

By: Raymond A. Ashley

Name: Raymond A. Ashley

Title: Treasurer

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 26th day of Sept, 2002.

Company: Quest Diagnostics Clinical  
Laboratories, Inc.

By: 

Name: Steven L. Ellsworth

Title: MANAGING DIRECTOR

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IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 25<sup>TH</sup> day of SEPT, 2002.

Company: STERLING LACQUER MFG.

By: Leo V. Mitchell

Name: LEO V. MITCHELL

Title: PRESIDENT

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 26th day of September, 2002.

Company: Superior Equipment Co., Inc.

By: Martin Bondurant III

Name: Martin Bondurant III

Title: Operations Manager



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IN THE MATTER OF:

ERG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 24 day of September, 2002.

Company: Teva Pharmaceuticals USA, Inc.

By: R. MacGehee

Name: R. MacGehee

Title: Plant Manager

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 25th day of September, 2002.

Company: The Swan Corporation

By: David A. King

Name: David A. King

Title: Chief Financial Officer

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 24<sup>th</sup> day of September 2002.

Company: True Manufacturing Co. Inc.

By: Charles C. Hon

Name: Charles C. Hon

Title: Engineering

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 25th day of September, 2002.

Company: Wareco Service, Inc.

By: 

Name: Eddie Carpenter

Title: Secretary to the Board of Directors

IN THE MATTER OF:

RRG/CLAYTON CHEMICAL SITE  
SAUGET, ILLINOIS

IT IS SO ORDERED AND AGREED

BY: *William E. Muno*

*for* William E. Muno, Director  
Superfund Division  
United States  
Environmental Protection Agency  
Region 5

DATE: *8 Oct 02*

### **ATTACHMENTS**

Attachment A - All Respondents  
Attachment B - Performing Respondents  
Attachment C - Non-Performing Respondents  
Attachment D - Map of Site  
Attachment E - General Notice Letter from U.S. EPA  
dated March 6, 2002

BLOOMFIELD 25958-67 505039

## **ATTACHMENT A**

### **ALL RESPONDENTS**

AGI Incorporated  
Archer Daniels Midland Company  
(ADM)  
Arris International Inc.  
Baker Petrolite Corporation  
Cerro Copper Products Co.  
Daimlerchrysler Corporation  
DJR Holdings, Inc.  
Dow Screw Products, Inc.  
K&R Wood Products, Inc.  
The Knapheide Manufacturing  
Company  
Komatsu America International Co.  
Lear Corporation Automotive  
Systems  
Mallinckrodt Inc.  
McIntyre Group, Ltd.  
Morton Metalcraft Co.  
Nascote Industries, Inc.  
National Coatings, Inc.  
Nesco Container Corporation  
Nordenia U.S.A., Inc.  
Parsons Company Inc.  
Quest Diagnostics Clinical  
Laboratories, Inc.  
Sterling Lacquer Manufacturing  
Company  
Superior Equipment Company, Inc.  
Teva Pharmaceuticals USA, Inc.  
The Swan Corporation  
True Manufacturing Co., Inc.  
Wareco Service, Inc.

## **ATTACHMENT B**

### **PERFORMING RESPONDENTS**

Daimlerchrysler Corporation

Mallinckrodt Inc.

McIntyre Group, Ltd.

Morton Metalcraft Co.

Nascote Industries, Inc.

National Coatings, Inc.

Sterling Lacquer Manufacturing

Superior Equipment Company, Inc.

Teva Pharmaceuticals USA, Inc.

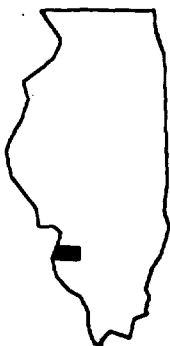
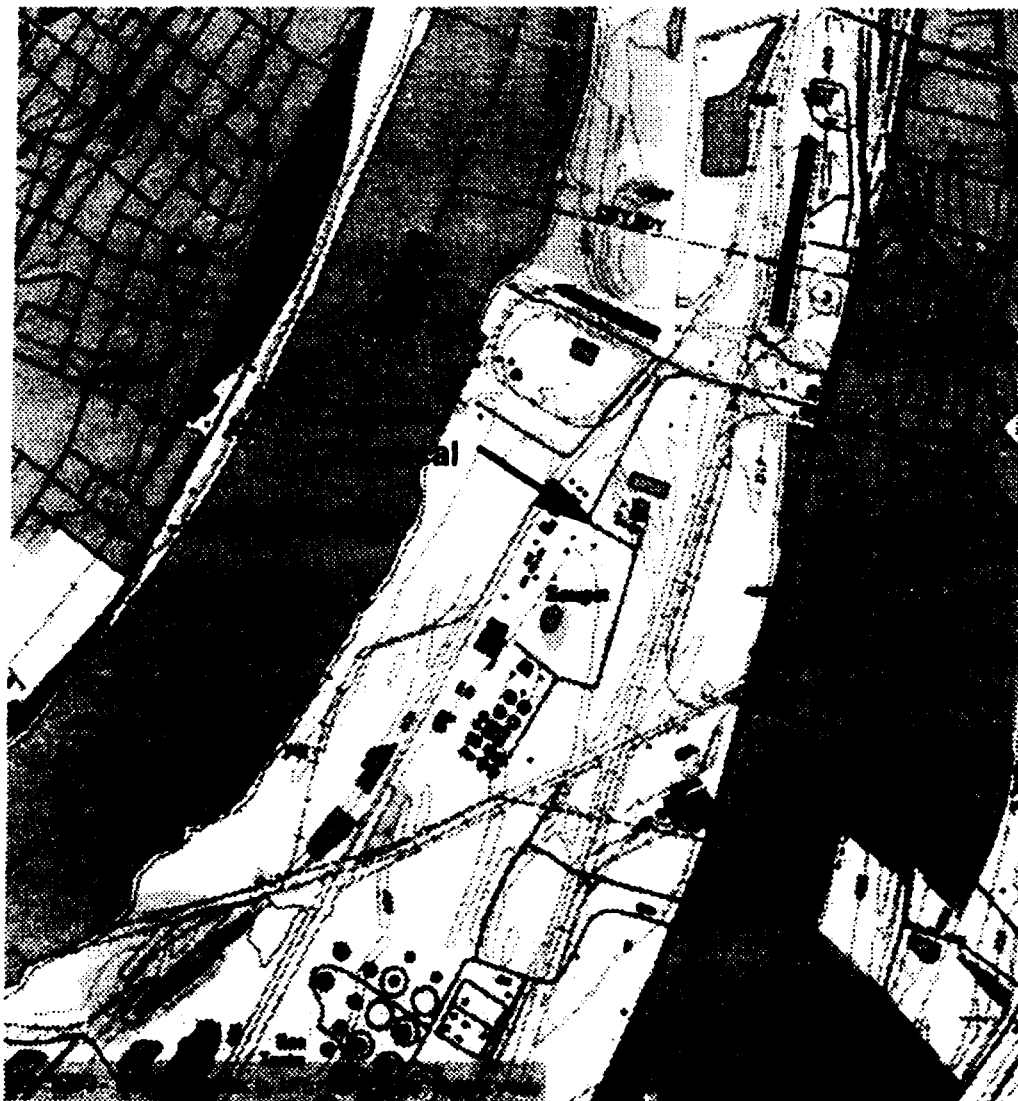
The Swan Corporation



## **ATTACHMENT C**

### **NON-PERFORMING RESPONDENTS**

AGI Incorporated  
Archer Daniels Midland Company  
(ADM)  
Arris International Inc.  
Baker Petrolite Corporation  
Cerro Copper Products Co.  
DJR Holdings, Inc.  
Dow Screw Products, Inc.  
K&R Wood Products, Inc.  
the Knapheide Manufacturing  
Company  
Komatsu America International Co.  
Lear Corporation Automotive  
Systems  
Nesco Container Corporation  
Nordenia U.S.A., Inc.  
Parsons Company Inc.  
Quest Diagnostics Clinical  
Laboratories, Inc.  
True Manufacturing Co., Inc.  
Wareco Service, Inc.



## R. F. Weston

Region 5 - Superfund Technical Assessment and Response Team

Suite 400 - 3 Hawthorn, Vernon Hills, IL 60061-1450

TITLE Site Location		FIGURE 1
SITE Clayton Chemical Site Assessment		SCALE Not to scale
CITY Sauget	STATE Illinois	TID S05-0105-009
SOURCE Maptech Inc.		DATE September 5, 2001
		REVISED NA



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

MAR 06 2002

REPLY TO THE ATTENTION OF

**CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED**

Clayton Chemical Site

RG/Clayton Chemical Company  
c/o: Sheldon D. Korlin, Esq.  
P.O. Box 1286  
Alton, Illinois 62002-1286

RE: RRG/Clayton Chemical Site [1 Mobile Avenue, Sauget, Illinois]  
General Notice of Potential Liability letter.

Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) has documented the release or threatened release of hazardous substances, pollutants and contaminants at the above referenced Site, and is planning to spend public funds to control and investigate these releases. This action will be taken by U.S. EPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601 *et seq.*, (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, stat. 1613 (1986) (SARA), unless U.S. EPA determines that such action will be done properly by a responsible party. Responsible parties under CERCLA include the current and former owners and operators, and persons who generated the hazardous substances or were involved in transport, treatment, or disposal of them at the Site. Under Section 107(a) of CERCLA, where the Agency uses public funds to achieve the cleanup of the hazardous substances, responsible parties are liable for all costs associated with the removal or remedial action and all other necessary costs incurred in cleaning up the Site, including investigation, planning and enforcement.

The U.S. EPA is currently planning to conduct the following actions at the above referenced Site:

1. Develop and implement a site health and safety plan;
2. Provide security for the site;
3. Sample, characterize, and consolidate for removal and disposal, all liquid and solid wastes from tanks, drums, and small

containers pits and sumps;

4. Sample, characterize, and consolidate for removal and disposal all contaminated soils;

5. Transport and dispose of all characterized hazardous substances, pollutants, wastes, or contaminants at a RCRA approved disposal facility in accordance with the U.S. EPA Off-Site Rule, 40 CFR 300.440.

U.S. EPA has received information that you may be a potentially responsible party (PRP) at this Site. By this letter, U.S. EPA notifies you of your potential liability with regard to this matter and encourages you, as a potentially responsible party, to reimburse U.S. EPA for costs incurred to date and to voluntarily perform or finance the response activities that U.S. EPA has determined or will determine are required at the Site.

U.S. EPA met with the owner/operator of this site on November 28, 2001 and with some PRPs on December 11, 2001 to discuss their potential liability.

U.S. EPA will hold another meeting at the East St. Louis Public Library, 1<sup>st</sup> Floor conference room, 5300 State Street, East St. Louis, Il, on Thursday, March 28, 2002, between 9:00 a.m. and 12:00 a.m. You are invited to attend this meeting to discuss your potential liability for this site. (PRPs attending this meeting are encouraged to come at 9:00 a.m. but may arrive at any time during the above mentioned hours).

As a potentially responsible party, you should notify U.S. EPA in writing within five (5) days after the March 28, 2002 meeting to discuss clean up of the Site, regarding your willingness to perform or finance the activities described above. If U.S. EPA does not receive a timely response, U.S. EPA will assume that you or your organization does not wish to negotiate a resolution of its potential responsibility in connection with the Site and that you or your organization has declined any involvement in performing the response activities.

Your letter should indicate the appropriate name, address, and telephone number for further contact with you. If you are already involved in discussions with state or local authorities, engaged in voluntary cleanup action or involved in a lawsuit regarding this Site, you should continue such activities as you see fit. This letter is not intended to advise you or direct you to restrict or discontinue any such activities; however, you are advised to report the status of those discussions or actions in your response to this letter and to provide a copy of your response to any other parties involved in those discussions or actions. Your response should be sent to:

Tom Turner  
Associate Regional Counsel  
U.S. EPA - Region V  
Office of Regional Counsel (C-14J)  
77 W. Jackson Boulevard  
Chicago, Illinois 60604

If you need further information regarding this letter, you may contact Tom Turner of the Office of Regional Counsel at, (312) 886-6613.

Due to the nature of the problem at this site and the attendant legal ramifications, U.S. EPA strongly encourages you to submit a written response within the time frame specified herein. We hope you will give this matter your immediate attention.

Sincerely,



*for* Richard Karl, Chief  
Emergency Response Branch

Attachment: List of PRPs receiving this General Notice Letter.

**Clayton Chemical Site  
List of PRPs Receiving General Notice Letter**

**RG/CLAYTON CHEMICAL COMPANY**  
RG/Clayton Chemical Company  
c/o: Sheldon D. Korlin, Esq.  
P.O. Box 1286  
Alton, Illinois 62002-1286

**ARCHER DANIELS MIDLAND COMPANY**  
Paul B. Mulhollem  
President  
Archer Daniels Midland Co. d/b/a ADM  
4666 Faries Parkway  
Decatur, IL 62526

**AMBASSADOR BUILDINGS**  
President  
Ambassador Buildings c/o  
Mercantile Bank of St. Louis  
1 Mercantile Center  
7<sup>th</sup> & Washington  
St. Louis, MO 63101

**BAKER PETROLITE CORPORATION**  
Baker Petrolite Corporation  
12645 West Airport Blvd  
Sugar Land, TX 77478

**DAIMLER-CHRYSLER CORPORATION**  
Mary Waters  
CIMS 482-13-62  
Daimler-Chrysler Corporation  
1000 Chrysler Drive  
Auburn Hills, MI 48326-2766

**DOW SCREW PRODUCTS**  
Michael Ruwitch  
President  
Dow Screw Products, Inc.  
3810 Paule Ave.  
St. Louis, MO 63125

**AAD DISTRIBUTION & DRY CLEANING SERVICES, INC.**  
Harry Pourat  
President  
A A D Distribution & Dry Cleaning Services, Inc.  
c/o A A D Disposal Co., Inc.  
2306 E. 38th St.  
Los Angeles, CA 90058

**AGI INCORPORATED**  
Richard H. Block  
President  
AGI Incorporated  
1950 N. Ruby St.  
Melrose Park, IL 60160

**ARRIS INTERNATIONAL, INC.**  
Robert J. Stanzione  
President  
Arris International, Inc.  
11450 Technology Circle  
Duluth, GA 30097

**CERRO COPPER PRODUCTS**  
Gary C. Ewing  
President  
Cerro Copper Products Co.  
P.O. Box 66800  
St. Louis, MO 63166

**DJR HOLDINGS, INC.**  
Rodney D. Jarboe  
Registered Agent  
DJR Holdings, Inc., d/b/a Futura Coatings, Inc.  
9200 Latty Avenue  
Hazelwood, MO 63042

**K & R WOOD PRODUCTS**  
James A. Borchers  
Registered Agent  
K & R Wood Products, Inc.  
61 N. Central Dr.  
O'Fallon, MO 63366

**KNAPHEIDE EQUIPMENT CO.**

H.W. Knapheide  
President  
Knapheide Equipment Co.  
a.k.a. Knapheide Manufacturing Co.  
P.O. Box 7140  
1848 Westphalia Strasse  
Quincy, IL 62305-7140

**KOMATSU AMERICA INTERNATIONAL CO.**

Kenichi Nakamura  
President  
Komatsu America International Company  
440 N. Fairway Drive  
Vernon Hills, IL 60061

**LEAR CORPORATION AUTOMOTIVE SYSTEMS**

James H. Vandenberghe  
President  
Lear Corporation Automotive Systems  
c/o Lear Corporation  
21557 Telegraph Road  
Southfield, MI 48034-4248

**LYON METAL PRODUCTS, LLC**

Lyon Metal Products, LLC  
420 N. Main St.  
Montgomery, IL 60538

**MALLINCKRODT INC.**

C. Ray Holman  
Chairman and CEO  
Mallinckrodt Inc.  
675 McDonnell Blvd.  
Hazelwood, MO 63042

**MCINTYRE GROUP, LTD.**

William D. McIntyre  
President  
McIntyre Group, Ltd.  
24601 Governors Highway  
University Park, IL 60466

**MORTON METALCRAFT**

Robert J. Janeczko  
President  
Morton Metalcraft Co.  
1021 W. Birchwood St.  
Morton, IL 61550

**NASCOTE INDUSTRIES, INC.**

Jim Evilsizer  
Nascote Industries, Inc.  
18310 Enterprise Avenue  
Nashville, IL 62263

**NATIONAL COATINGS INC**

James W. Hillhouse  
President  
National Coatings, Inc.  
604 U.S. Highway 150 East  
Galesburg, IL 61401

**NESCO CONTAINER CORPORATION**

Dale Cann  
Registered Agent  
Nesco Container Corporation  
2391 Cassens Drive  
Fenton, MO 63026

**NORDENIA U.S.A., INC.**

Nordenia U.S.A., Inc.  
14591 State Highway 177  
Jackson, MO 63755

**PARSONS, INC.**

Robert Parsons  
President  
Parsons Company, Inc.  
RR 1  
Box 121A  
Roanoke, IL 61561

**PURETHANE, INC.**

Martin J. Kelly  
Registered Agent  
Purethane, Inc.  
One Purethane Place  
228 Commercial Drive  
West Branch, IA 52358

**QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.**

Quest Diagnostics Clinical Laboratories, Inc.  
c/o Quest Diagnostics, Inc.  
1 Malcolm Ave.  
Teterboro, NJ 07608

**STERLING LACQUER MANUFACTURING COMPANY**

Leo V. Mitchell  
Registered Agent  
Sterling Lacquer Manufacturing Company  
3150 Brannon Ave.  
St. Louis, MO 63139

**TEVA PHARMACEUTICALS USA, INC.**

William Fletcher  
President  
Teva Pharmaceuticals USA, Inc.  
18-01 River Road  
Fair Lawn, NJ 07410

**TRUE MANUFACTURING CO., INC.**

Robert J. Trulaske  
Registered Agent  
True Manufacturing Co., Inc.  
301 Cannonball Lane  
O'Fallon, MO 63366

**SUPERIOR EQUIPMENT CO., INC.**

James H. Spiros  
Registered Agent  
Superior Equipment Co., Inc.  
3283 Ivanhoe Avenue  
St. Louis, MO 63139

**THE SWAN CORPORATION**

John W. Moore  
President  
The Swan Corporation  
200 Swan Avenue  
Centralia, IL 62801

**WARECO**

Jon Ware  
President  
Wareco Service, Inc.  
400 West State Street  
Jacksonville, IL 62650